

# **EXHIBIT A**

## EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made as of \_\_\_\_\_, 2017, between **WECOUNSEL SOLUTIONS, LLC**, a Tennessee limited liability company (the “**Company**”), and **SAM JOHNSON**, an individual with a residence located at \_\_\_\_\_ (the “**Executive**”). In consideration of the promises and the terms and conditions set forth in this Agreement, the parties hereby agree as follows:

## **ARTICLE 1**

### **POSITION AND RESPONSIBILITIES**

**SECTION 1.1. Position.** Executive shall serve as the Company’s Chief Executive Officer (“CEO”).

## SECTION 1.2. Responsibilities and Authority.

### SECTION 1.3. Expected Time Commitment.

**ARTICLE 2**  
**TERM OF EMPLOYMENT**

The term of the Executive's employment shall commence on the date hereof and shall terminate as set forth in Article 4.

**ARTICLE 3**  
**COMPENSATION**

**3.1. Salary; Bonus.**

[REDACTED]

**3.1.1. Base Compensation.**

[REDACTED]

**3.1.2. Incentive Compensation.**

**(a)**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**3.2. Benefit Plans.**

[REDACTED]

**3.3. Expenses.**

[REDACTED]

**3.4. Annual Review.**

[REDACTED]

[REDACTED]

**3.5. Equity.**

[REDACTED]

[REDACTED]

**ARTICLE 4**  
**TERMINATION**

**4.1. Termination upon Death.**

[REDACTED]

**4.2. Termination upon Disability.**

[REDACTED]

**4.3. Termination for Cause.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4. Termination without Cause. [REDACTED]

4.5. Termination by Executive. [REDACTED]

4.6. Compensation on Termination.

(a) Compensation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**4.7. Rights and Remedies Upon Breach.** [REDACTED]



[REDACTED]

**ARTICLE 5**  
**CERTAIN COVENANTS OF EXECUTIVE**

**5.1. Confidentiality.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Breach.

[REDACTED]

5.2. Non-Competition and Non-Solicitation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) Disclosure and Assignment of Rights.

[REDACTED]

[REDACTED]

[REDACTED]

**5.3. Rights and Remedies Upon Breach.**

[REDACTED]

**5.4. Severability of Covenants.**

[REDACTED]

**ARTICLE 6  
MISCELLANEOUS**

**6.1. Company Actions.**

[REDACTED]

**6.2. Notices.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.3. Entire Agreement.

[REDACTED]

6.4. Waivers and Amendments.

[REDACTED]

6.5. Assignment.

[REDACTED]

6.6. Counterparts.

[REDACTED]

6.7. Headings.

[REDACTED]

6.8. Number.

[REDACTED]

**6.9. Governing Law.**

[REDACTED]

**6.10. Expenses.**

[REDACTED]

**6.11. Withholding.**

[REDACTED]

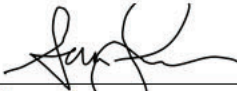
**6.12. Resolution of Disputes, Binding Arbitration.**

[REDACTED]


[Intentionally Left Blank – Signature Page(s) to Follow]

[Signature Page to Executive Employment Agreement]

**IN WITNESS WHEREOF**, the parties have executed this Executive Employment Agreement as of the date first above written.

  
08/28/2017  
**Sam Johnson**

**WE COUNSEL SOLUTIONS, LLC**

By:   
\_\_\_\_\_

Its **Andrew M. Zaback**  
**Chairman of the Board of Managers**